



MEMORANDUM OF UNDERSTANDING BETWEEN SCHOOL OF PERSIAN MEDICINE, TEHRAN UNIVERSITY OF MEDICAL SCIENCES (TUMS), IRAN

AND

CENTRAL COUNCIL FOR RESEARCH IN UNANI MEDICINE (CCRUM)
An Autonomous Organization under the
MINISTRY OF AYUSH, GOVERNMENT OF THE REPUBLIC OF INDIA
ON
COOPERATION IN THE FIELD OF UNANI AND PERSIAN MEDICINE

The Central Council for Research in Unani Medicine (CCRUM), Ministry of Ayush, Govt. of India and School of Persian Medicine, Tehran University of Medical Sciences, Islamic Republic of Iran (TUMS), (hereinafter referred to individually as "the Party" and collectively referred to as "the Parties"), desiring to strengthen and develop co-operation in the field of Unani and Persian Medicine, have reached the following understanding:

Paragraph 1 OBJECTIVE

The Parties, subject to terms of this Memorandum of Understanding (MoU) and the laws, rules, regulations and national policies from time to time in effect in each country, decide to strengthen, promote and develop co-operation in Unani and Persian Medicine between the two Institutes on the basis of equality and mutual benefits.

Paragraph 2 AREAS OF CO-OPERATION

Each Party will endeavor to take necessary steps to encourage and promote co-operation in the following areas and/or forms:

- a) Participation in joint research projects; International projects; education and training in areas of mutual interest;
- b) Exchange of information, documentation and scientific publications;
- c) Joint organization of conferences, seminars, workshops and symposia;
- d) Exchange experts for capacity building, training of practitioners, scientists, students etc.:

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- e) Accommodating interested scientists, practitioners and students in institutions for research, educational and training programs;
- f) Any other areas and/or forms of co-operation, including education activity, courses, seminars, expert meeting, etc., mutually agreed upon subsequently by the Parties

Paragraph 3 FINANCIAL ARRANGEMENTS

- (a) The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this MoU will be mutually agreed upon by the respective Parties on a case-to-case basis subject to availability of funds; and
- (b) Notwithstanding anything contained in paragraph (a) above, expenses for organizing the meeting and conferences within the framework of this MoU will be borne by the Party hosting the events. The Party, which is sending its representative for participation in the said events, if any, will bear their own travel and living expenses.

Paragraph 4 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

A. General Clauses:

- (i) Each party will ensure appropriate protection of Intellectual Property Rights (IPR) generated from co-operation pursuant to this MoU, consistent with their respective laws, rules and regulations and multilateral agreement to which both parties are committed.
- (ii) In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate efforts of the Party, the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned party.
- (iii) In case of research results obtained through joint activities, the grant of IPR will be sought by both Parties jointly and once granted, these rights will be jointly owned by the parties.

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Paragraph 5 REVISION, MODIFICATION AND AMENDMENT

- (a) Either Party may request in writing for a revision, modification or amendment of all or any part of this MoU;
- (b) Any revision, modification or amendment agreed to by the Parties will be in writing and will form part of this MoU.
- (c) Such revision, modification or amendment will come into effect on such date as may be determined by the Parties; and
- (d) Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this MoU prior or up to the date of such revision, modification or amendment.

Paragraph 6 SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU will be settled amicably through mutual consultation and/or negotiation between the Parties through diplomatic channels, without reference to any third party or international tribunal.

Paragraph 7 ENTRY INTO EFFECT, DURATION AND TERMINATION

- (a) This MoU will come into effect on the date of signing and will remain in effect for a period of five (5) years;
- (b) Thereafter, it will be automatically renewed for an equal term until it is terminated by either of the party;
- (c) Notwithstanding anything contained in this Paragraph, either Party may terminate this MoU by notifying the other Party of its intention to terminate this MoU in

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(iv) The Parties will not assign any rights and obligations arising out of the IPR generated to invention/activities carried out under the MoU to any third Party without prior written consent of other party.

B. Commercialization:

In case of research results obtained through joint activities under this MoU, both Parties will apply as co-applicants for the protection of IPR subject to exclusive rights of both the parties to commercialize the technology in their respective countries. Commercialization in any other county will be done jointly through a separate agreement.

C. Publication:

Any publication, document and/or paper arising out of joint work conducted by the parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the parties on any publication, document and/or paper will require prior permission of both the parties. It may however be ensured that the official emblem and logo is not misused.

D. Confidential information:

- (i) All information and documents to be exchanged pursuant to this MoU will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties will not use the information for purpose other than that specified without the prior written consent of the other party.
- (ii) All Confidential Information will remain the exclusive property of the disclosing Party. The Parties agree that this MoU and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any IPR of the other Party.
- (iii) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to any third party, unless otherwise agreed by the Parties.

(iv) Both Parties approve that the provisions of this Paragraph will continue to be binding between the Parties notwithstanding the termination of this MoU

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writing through diplomatic channels, at least six (6) months prior to its intention to do so; and

(d) The termination of this MoU will not affect the implementation of on-going activities and/or programs which have been agreed upon before the date of the termination of this MoU.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments have signed this MoU.

FOR THE CENTRAL COUNCIL FOR RESEARCH IN UNANI MEDICINE

FOR THE SCHOOL OF PERSIAN MEDICINE, TEHRAN UNIVERSITY OF MEDICAL SCIENCES

Name: Dr. N. Zaheer Ahmed

Designation: Director General

Name: Dr. Roja Rahimi

Designation: Dean

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